

STATE OF INDIANA)
) SS:
COUNTY OF MARION)

IN THE MARION SUPERIOR COURT

CAUSE NO. 690060610PL040687

STATE OF INDIANA,)

Plaintiff,)

v.)

BETH COCHRAN, STEPHEN DEPEW,)
and DEBORAH DEPEW, individually)
and doing business as ALTERNATIVE)
TRAVEL LLC,)

Defendants.)

FILED

(46)

OCT 03 2006

Doris Anne Sadler
CLERK OF THE
MARION CIRCUIT COURT

**COMPLAINT FOR INJUNCTION,
RESTITUTION, COSTS, AND CIVIL PENALTIES**

The State of Indiana, by Attorney General Steve Carter and Deputy Attorney General Matt Light, petitions the Court pursuant to the Home Solicitation Sales Act, Ind. Code § 24-5-10-1 *et seq.*, the Credit Services Organizations Act, Ind. Code § 24-5-15-1 *et seq.*, and the Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-1, *et seq.*, for injunctive relief, consumer restitution, investigative costs, civil penalties, and other relief.

PARTIES

1. The Plaintiff, State of Indiana, is authorized to bring this action and to seek injunctive and other statutory relief pursuant to Ind. Code § 24-5-0.5-4(c).

2. At all times relevant to this Complaint, the Defendant, Beth Cochran, individually and doing business as Alternative Travel LLC (hereinafter "Cochran"), was an individual engaged in business as a seller of travel accommodations and related services, with a principal

place of business located at 9611 Shadow Glen Cove, Cordova, Tennessee 38016. In the regular course of business Cochran has transacted with Indiana residents for the sale of travel program memberships and other services related to travel accommodations.

3. At all times relevant to this Complaint, the Defendant, Stephen Depew, individually and doing business as Alternative Travel LLC, was an individual engaged in business as a seller of travel accommodations and related services, with a principal place of business located at 3471 Maude Cove, Memphis, Tennessee 38133. In the regular course of business Stephen Depew has transacted with Indiana residents for the sale of travel program memberships and other services related to travel accommodations.

4. At all times relevant to this Complaint, the Defendant, Deborah Depew, individually and doing business as Alternative Travel LLC, was an individual engaged in business as a seller of travel accommodations and related services, with a principal place of business located at 3471 Maude Cove, Memphis, Tennessee 38133. In the regular course of business Deborah Depew has transacted with Indiana residents for the sale of travel program memberships and other services related to travel accommodations.

5. At least since January 28, 2006, the Defendants have engaged in transactions with Indiana residents for the sale of travel program memberships, other travel accommodations, and related services.

FACTS

A. Allegations Regarding Robert Boomershine's Transaction.

6. On or about February 11, 2006, Robert Boomershine (hereinafter "Boomershine") of Indianapolis, Indiana attended a sales presentation hosted by Defendants at the Hampton Inn located at 7045 McFarland Boulevard, Indianapolis, Indiana 46237.

7. On or about February 11, 2006, Defendants entered into a contract with Boomershine at the Hampton Inn for the purchase of a membership in Defendants' "Vacation Travel Club" for a total price of Five Thousand Nine Hundred Ninety-Five Dollars (\$5,995.00).

8. On or about February 11, 2006, Boomershine paid Five Thousand Nine Hundred Ninety-Five Dollars (\$5,995.00) to Defendants pursuant to the contract referenced in paragraph seven (7).

9. Boomershine made the payment referenced in paragraph eight (8) by opening a MBNA credit card account and charging the total contract payment to that account. Defendants assisted Boomershine in obtaining the extension of credit necessary to make the payment.

10. On February 13, 2006, Boomershine cancelled the contract and transaction referenced in paragraph seven (7). Defendants provided Boomershine with a signed written statement confirming that the contract had been cancelled on that day.

11. On or about May 8, 2006, Defendant Cochran stated to Boomershine that the refund was being processed and that a credit on his MBNA credit card account would be posted within one (1) week.

12. On or about June 7, 2006, Defendant Cochran stated to Boomershine that the refund was being processed and that a credit on his MBNA credit card account would be posted within seven (7) to ten (10) days.

13. On or about June 22, 2006, Defendant Cochran wrote to Boomershine and stated that his refund was processed on May 18, 2006 and that he should receive the refund soon.

14. Pursuant to Ind. Code § 24-5-0.5-3(10), Defendants are presumed to have represented that they would complete the subject of the consumer transaction within a reasonable time, according to the course of dealing or the usage of the trade.

15. Defendants have failed to provide a refund to Boomershine.
16. The contract referenced in paragraph seven (7) failed to include two (2) copies of a written notice of the consumer's right to cancel the transaction.
17. Defendants failed to provide Boomershine with a written statement containing the provisions required by Ind. Code § 24-5-15-6 prior to receiving money or other valuable consideration from Boomershine.
18. Defendants failed to execute a written contract with Boomershine concerning the purchase of the services of a credit services organization.
19. Defendants have never obtained a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) as required by Indiana Code § 24-5-15-8 for a credit services organization to do business in the state of Indiana.

B. Allegations Regarding Charles Hestand's Transaction.

20. On or about February 1, 2006, Charles Hestand (hereinafter "Hestand") of Greenwood, Indiana attended a sales presentation hosted by Defendants at the Valle Vista Conference Center located at 755 East Main Street, Greenwood, Indiana 46143.
21. On or about February 1, 2006, Defendants entered into a contract with Hestand at the Valle Vista Conference Center for the purchase of a membership in Defendants' "Vacation Travel Club" for a total price of Four Thousand Four Hundred Ninety-Five Dollars (\$4,495.00). A true and correct copy of Defendants' contract with Hestand is attached and incorporated by reference as Exhibit "A."

22. On or about February 1, 2006, Hestand paid Four Thousand Four Hundred Ninety-Five Dollars (\$4,495.00) to Defendants pursuant to the contract referenced in paragraph twenty-one (21). Hestand made the payment through his National City Visa account.

23. On or about June 6, 2006, Defendants charged an additional Four Thousand Four Hundred Ninety-Five Dollars (\$4,495.00) to Hestand's National City Visa account without his knowledge or consent.

24. On or about July 28, 2006, Hestand attempted to cancel the contract referenced in paragraph twenty-one (21) by filing a consumer complaint with the Consumer Protection Division of the Indiana Office of Attorney General and indicating his intent to cancel on the complaint form.

25. Defendants have failed to refund the duplicate payment referenced in paragraph twenty-three (23).

26. The contract referenced in paragraph twenty-one (21) failed to include two (2) copies of a written notice of the consumer's right to cancel the transaction.

C. Allegations Regarding Theresa Miller's Transaction.

27. On or about January 28, 2006, Theresa Miller (hereinafter "Miller") of Indianapolis, Indiana attended a sales presentation hosted by Defendants at the Valle Vista Conference Center located at 755 East Main Street, Greenwood, Indiana 46143.

28. On or about January 28, 2006, Defendants entered into a contract with Miller at the Valle Vista Conference Center for the purchase of a membership in Defendants' "Vacation Travel Club" for a total price of Two Thousand Five Hundred Eighteen Dollars (\$2,518.00). A

true and correct copy of Defendants' contract with Miller is attached and incorporated by reference as Exhibit "B."

29. On or about January 28, 2006, Miller paid Two Thousand Five Hundred Eighteen Dollars (\$2,518.00) to Defendants pursuant to the contract referenced in paragraph twenty-eight (28).

30. On or about February 1, 2006, Miller sent written notice to Defendants stating that she elected to cancel the agreement referred to in paragraph twenty-eight (28).

31. On or about February 4, 2006, Defendants stated to Miller in writing that Miller would receive a full refund within ten (10) days.

32. Defendants failed to provide a full refund to Miller within ten business (10) days of the cancellation referenced in paragraph thirty (30). Miller received a refund on May 13, 2006.

33. The contract referenced in paragraph twenty-eight (28) failed to include two (2) copies of a written notice of the consumer's right to cancel the transaction.

COUNT I - VIOLATIONS OF THE HOME SOLICITATION SALES ACT

34. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through thirty-three (33) above.

35. The transactions identified in paragraphs seven (7), twenty-one (21), and twenty-eight (28) are "home consumer transactions" as defined in Ind. Code § 24-5-10-4.

36. Defendants are "suppliers" as defined by Ind. Code § 24-5-10-6.

37. By failing to return to Boomershine the payment he made pursuant to the contract referenced in paragraph seven (7) within ten (10) business days after receiving notice of cancellation, the Defendants violated the Home Solicitation Sales Act, Ind. Code § 24-5-10-12.

38. By failing to return to Hestand the duplicate payment referenced in paragraph twenty-three (23) within ten (10) business days after receiving Hestand's notice of cancellation in the consumer complaint forwarded by the Indiana Office of Attorney General, the Defendants violated the Home Solicitation Sales Act, Ind. Code § 24-5-10-12.

39. By failing to return to Miller the payment she made pursuant to the contract referenced in paragraph twenty-eight (28) within ten (10) business days after receiving notice of cancellation, the Defendants violated the Home Solicitation Sales Act, Ind. Code § 24-5-10-12.

40. By failing to include in the contracts referenced in paragraphs seven (7), twenty-one (21), and twenty-eight (28) two (2) copies of a written notice of the consumer's right to cancel the transaction, the Defendants violated the Home Solicitation Sales Act, Ind. Code § 24-5-10-9.

COUNT II - VIOLATIONS OF THE CREDIT SERVICES ORGANIZATIONS ACT

41. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through forty (40) above.

42. By contracting or soliciting to perform the services referred to in paragraph nine (9), Defendants are "credit services organizations" as defined by Indiana Code § 24-5-15-2.

43. By failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business in Indiana as a credit service organization, the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-8.

44. By failing to provide Boomershine with a written statement containing each of the following provisions, as required by Indiana Code § 25-5-15-6, prior to executing a contract or receiving valuable consideration, the Defendants violated the Credit Services Organizations Act, Indiana Code § 25-5-15-6:

- (a) A statement explaining the buyer's right to proceed against the bond or surety account required under Indiana Code § 24-5-15-8;
- (b) The name and address of the surety company that issued a bond or depository and the trustee of a surety account and the account number of the surety account required under Indiana Code § 24-5-15-8;
- (c) A complete and accurate statement of the buyer's right to review any file on the buyer maintained by a consumer reporting agency as provided under the Fair Credit Reporting Act (15 U.S.C. 1681 et seq.);
- (d) A statement that the buyer's file is available for review at no charge on request made to the consumer reporting agency within thirty (30) days after the date of receipt of a notice that credit has been denied; and for a minimal charge at any other time;
- (e) A complete and accurate statement of the buyer's right to dispute the completeness or accuracy of an item contained in a file on the buyer maintained by a consumer reporting agency;
- (f) A statement that accurate information cannot be permanently removed from the files of a consumer reporting agency;
- (g) A complete and accurate statement indicating when consumer information becomes obsolete and when consumer reporting agencies are prevented from issuing reports containing obsolete information; and
- (h) A complete and accurate statement of the availability of nonprofit credit counseling services.

45. By failing to execute a written contract with Boomershine concerning the purchase of services of a credit services organization, the Defendants violated the Credit Services Organizations Act, Indiana Code § 24-5-15-7.

COUNT III - VIOLATIONS OF THE DECEPTIVE CONSUMER SALES ACT

46. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through forty-five (45) above.

47. The transactions referred to in paragraphs seven (7), twenty-one (21), and twenty-eight (28) are “consumer transactions” as defined by Ind. Code § 24-5-0.5-2(a)(1).

48. The Defendants are “suppliers” as defined in Ind. Code § 24-5-0.5-2(3).

49. The violations of the Home Solicitation Sales Act referred to in paragraphs thirty-seven (37), thirty-eight (38), thirty-nine (39), and forty (40) constitute deceptive acts pursuant to Ind. Code § 24-5-10-18.

50. The violations of the Credit Services Organizations Act referred to in paragraphs forty-three (43), forty-four (44), and forty-five (45) constitute deceptive acts pursuant to Ind. Code § 24-5-15-11.

51. By representing to Boomershine on May 8, 2006 that he would receive a refund within one (1) week, when the Defendants knew or reasonably should have known that Boomershine would not receive a refund within that time period, Defendants misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

52. By representing to Boomershine on June 7, 2006 that he would receive a refund within seven (7) to ten (10) days, when the Defendants knew or reasonably should have known that Boomershine would not receive a refund within that time period, Defendants misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

53. By representing expressly or by implication that they would complete the subject matter of the consumer transaction within a stated period of time or within a reasonable period of time, as referenced in paragraphs eight (8), nine (9), ten (10), and eleven (11), when the Defendants knew or reasonably should have known that it would not be so completed, Defendants violated the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(10).

54. By representing to National City that Hestand owed an additional Four Thousand Four Hundred Ninety-Five Dollars (\$4,495.00) under the contract referenced in paragraph twenty-one (21) when they knew or reasonably should have known that Hestand did not owe that amount, Defendants misrepresented the characteristics, benefits, and uses of the transaction in violation of the Indiana Deceptive Consumer Sales Act, Ind. Code § 24-5-0.5-3(a)(1).

**COUNT IV – KNOWING AND INTENTIONAL VIOLATIONS
OF THE DECEPTIVE CONSUMER SALES ACT**

55. The Plaintiff realleges and incorporates by reference the allegations contained in paragraphs one (1) through fifty-four (54) above.

56. The violations misrepresentations and deceptive acts set forth above were committed by the Defendants with knowledge and intent to deceive.

RELIEF

WHEREFORE, Plaintiff, State of Indiana, requests that the Court enter judgment against the Defendants, Beth Cochran, Stephen Depew, and Deborah Depew, individually and doing business as Alternative Travel LLC, for a permanent injunction pursuant to Ind. Code § 24-5-0.5-4(c)(1), enjoining Defendants from the following:

- a. representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, characteristics, accessories, uses, or benefits it does not have, which the Defendants know or reasonably should know it does not have;
- b. representing, expressly or by implication, that the Defendants are able to deliver or complete the subject of a consumer transaction within a stated period or time or within a reasonable period of time, when the Defendants know or reasonably should know that the transaction cannot be so completed;
- c. in the course of engaging in home consumer transactions, failing to include in contracts with consumers two (2) copies of the notice of the consumer's right to cancel the transaction, as required by Ind. Code § 24-5-10-9;
- d. in the course of engaging in home consumer transactions, failing to return to the consumer any payment or other consideration transferred to the supplier by the consumer within ten (10) business days after the consumer's notice of cancellation is delivered;
- e. in the course of performing services as a credit services organization, failing to obtain a surety bond in the amount of Twenty-Five Thousand Dollars (\$25,000.00) prior to doing business as a credit services organization;
- f. in the course of performing services as a credit services organization, charging or receiving money or other valuable consideration before the complete performance of services on behalf of a consumer, unless the Defendants have obtained a surety bond issued by a surety company admitted to do business in Indiana or established an irrevocable letter of credit under Indiana Code §24-5-15-8;

- g. in the course of performing services as a credit services organization, failing to execute a written contract with the consumer, including the statement required by Indiana Code § 24-5-15-7(a)(1) and two (2) copies of the notice of cancellation form required by Indiana Code § 24-5-15-7(b); and
- h. in the course of performing services as a credit services organization, failing to provide the consumer with a written statement containing each of the provisions required by Indiana Code § 25-5-15-6 prior to executing a contract or receiving valuable consideration.

AND WHEREFORE, the Plaintiff, State of Indiana, further requests the Court enter judgment against the Defendants for the following relief:

- a. cancellation of the Defendants' unlawful contracts with Robert Boomershine, Charles Hestand, and Theresa Miller, pursuant to Ind. Code § 24-5-0.5-4(d).
- b. costs, pursuant to Ind. Code § 24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action;
- c. consumer restitution on behalf of Robert Boomershine in the amount of Five Thousand Nine Hundred Ninety-Five Dollars (\$5,995.00), pursuant to Ind. Code § 24-5-0.5-4(c)(2);
- d. consumer restitution on behalf of Charles Hestand in the amount of Eight Thousand Nine Hundred Ninety Dollars (\$8,990.00);
- e. on Count IV of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendants' knowing violations of the Deceptive Consumer

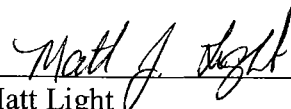
Sales Act, in the amount of Five Thousand Dollars (\$5,000.00) per violation,
payable to the State of Indiana;

- f. on Count IV of the Plaintiff's complaint, civil penalties, pursuant to Ind. Code §
24-5-0.5-8, for the Defendants' intentional violations of the Deceptive Consumer
Sales Act, in the amount of Five Hundred Dollars (\$500.00) per violation, payable
to the State of Indiana; and
- g. all other just and proper relief.

Respectfully submitted,

STEVE CARTER
Indiana Attorney General
Atty. No. 4150-64

By:


Matt Light
Deputy Attorney General
Atty. No. 25680-83

Office of Attorney General
Indiana Government Center South
302 W. Washington Street, 5th Floor
Indianapolis, IN 46204
Telephone: (317) 232-4774

MEMBERSHIP APPLICATION

Your Yearly

Annual Dues Amounts

1999-2000

0117 06

NAME	LAST NAME	FIRST NAME	MIDDLE NAME

MEMBER'S NUMBER	AGE	DAY	MONTH	YEAR

MEMBER'S LAST NAME	FIRST NAME	MIDDLE NAME

STREET ADDRESS	CITY	STATE	ZIP CODE

PHONE NUMBER	WORK PHONE

Automatic Debit Authorization

I hereby authorize the VTC to debit my bank account for the amount of \$199.95 for my annual dues. I understand that the dues may be increased only to the extent of any increase in the cost of the dues. I understand that the dues may be increased only to the extent of any increase in the cost of the dues.

Please check the appropriate box to indicate how you wish to pay your dues.

☐ Credit Card

☐ Savings Account

☐ Checking Account

Exp. Date	10/01/00
Name of Card Holder	
Bank Name	

Bank Name	
Branch Name	
Bank Address	

I warrant that the information I have provided is true and correct. I understand that the dues may be increased only to the extent of any increase in the cost of the dues. I understand that the dues may be increased only to the extent of any increase in the cost of the dues.

Travel Club Member Signature: [Signature] Re-Applicant/Travel Club Member: [Signature]

To activate your Permanent Membership Card, application MUST be completed and returned to:

Vacation Travel Club • 2698 M-63 N • Benton Harbor, MI 49022

269-849-2400 • 800-524-6240 • Fax: 269-849-7093 • www.vacationtravelclub.com

White - Regular Club

Yellow - Vacation Travel Club

Pink - Customer

License No. 8138

STATE'S EXHIBIT

A

About Your Vacation Travel Club Membership

Vacation Travel Club (the Club) was formed to provide travel-related programs and benefits for its members. An individual may apply to join the Club by submitting to the Club a completed Enrollment Application ("Application") and the applicable membership fee. The Application, when accepted by the Club, will form a legally binding contract subject to the following Terms and Conditions.

- 1. Membership.** Membership in the Club is available to individuals and families only. Membership in the Club is fully transferable and may be willed, sold or transferred in perpetuity with a registration fee of \$100.
- 2. Terms of Individual Programs.** Related programs and benefits offered to Members are subject to separate terms and conditions and may be changed or eliminated without prior notice to Members. The Club accepts no responsibility for the acts or omission of any persons providing such programs or services directly to Members.
- 3. Club Liability.** The Club's liability for loss or damage incurred by a Member through the use of the club's programs or benefits is limited to the fee paid by that Member for the program or benefits in which such loss or damage occurred. If a Club program or benefit becomes unavailable due to a natural disaster, act of God, war or insurrection or any other reason beyond the Club's control, the Member waives any and all claims against the Club.
- 4. Club Member Liability.** The membership benefits, Terms and Conditions of the agreement and procedures are solely between the "Club" and Member. No other Club, Corporation, entity, agency, or individual shall be held liable for any disputes, disagreements or any other actions of the "Club" or members.
- 5. Membership Dues.** Members are required to pay annual membership dues to continue receiving annual options packages. These dues help the club to offset printing, mailing and member service costs related to the annual update process. Please refer to the front of this page for your annual dues amount, and remember that the savings from one night's stay in a member hotel can pay your annual dues.
- 6. Miscellaneous.** This agreement is effective when accepted by the Club in Michigan and shall be governed exclusively by the internal law of the State of Michigan. Any action by a Member to challenge or enforce these Terms and Conditions or the Club's programs and benefits must be submitted exclusively to the jurisdiction of the courts of Berrien County, Michigan (U.S.A.) and by maintaining membership with the Club, each member consents to the personal jurisdiction of these courts. In the event any arbitration is initiated by a Member and the Club prevails, the Member shall pay all costs incurred by the Club in defending such action, including reasonable attorney's fees.
- 7. Personal Expenses and Damages.** Members are responsible for payment of any personal expenses incurred while utilizing any Club program or benefit, as well as any damage, theft, or loss caused by the Members or guests.
- 8. Program Changes.** The Terms and Conditions of this Agreement of the Club's programs and benefits including the Club's fees, benefits, procedures, and conditions may be changed from time to time by the Club. Members are notified of any such changes in the Club's publications. Current editions of those publications supersede prior editions with respect to the Terms and Conditions of Membership and the Club's programs and benefits. The Club is bound only by representations that it makes concerning the Terms and Conditions and its programs and benefits, and is not responsible for contrary or conflicting representations made by any other person.
- 9. Suspension and Termination.** This Agreement, together with the Club's various programs and benefits, shall be terminated without further obligation, if the Member fails to comply with these Terms and Conditions of the terms of the Club's various programs and benefits.
- 10. Vacation Travel Club is provided by Vacation Travel Club, 2655 M-83, Benton Harbor, Michigan, 49022 and its distributors or agents. Vacation Travel Club and any of its subsidiary, agent, or distributor companies expressly disclaim any and all liability for any claims, damages, losses, penalties, expenses, cost and liabilities of any kind or injuries resulting from any act or omission of any other individual or entity providing product and/or services in the Vacation Travel Club program.**

Although the Club is being used as a promotion for the resort, the sponsoring resort is in no way affiliated with the Club. Termination of membership in the Club in no way affects ownership in the sponsoring resort.

A LIFE TIME MEMBERSHIP IS VALID FOR THE LIFETIME OF THE CLUB.

Buyer's Name: Robert J. [redacted] Purchased from: [redacted]
Sales Representative: Robert J. [redacted]

Address: 1000 [redacted] [redacted]
City: Greenwood State: [redacted] Zip: [redacted]
Phone: [redacted] Email Address: [redacted]

Occupation: [redacted]
I am interested in purchasing a [redacted] Condominium unit.

I have read the Vacation Travel Club brochure and I understand that I will be required to pay the following fees and dues:
Initiation Fee: \$1,000.00
Annual Dues: \$100.00

I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable. I also agree to pay the following fees and dues:
Vacation Travel Club dues: \$100.00
I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable.

I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable. I also agree to pay the following fees and dues:
Vacation Travel Club dues: \$100.00
I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable.

I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable. I also agree to pay the following fees and dues:
Vacation Travel Club dues: \$100.00
I agree to pay the above fees and dues and I understand that the fees and dues are non-refundable.

I have purchased a [redacted] Condominium program.
MEMBER: [redacted] DATE: 2-1-04
MEMBER: [redacted] DATE: 2-1-04
SALES MANAGER: [redacted] DATE: 2-1-04
SALES REPRESENTATIVE: [redacted] DATE: 2-1-04

VACATION TRAVEL CLUB MEMBERSHIP APPLICATION

010608

T.B.

DATE

01 28 06

Your Yearly
Annual Dues Amount \$179.95
199.95

ISSUING COMPANY:

Alternative Travel

MEMBER S.S. NUMBER

☒ HIS
☐ HERS
☐ HIS
☒ HERS
MEMBER
BIRTHDATE

MO DAY YR

☒ HIS
☐ HERS
☐ HIS
☒ HERS
If either member is over
62 years of age, please
make a copy of your driver's
license and send along
with this application.

MEMBER LAST NAME

MILLER

FIRST NAME

IVAN

MI

SPOUSE LAST NAME

MILLER

FIRST NAME

THERESA

MI

STREET ADDRESS

STATE

IN

ZIP CODE

HOME PHONE

WORK PHONE

E-MAIL ADDRESS

PRICE PAID FOR MEMBERSHIP TODAY

2518.00

Automatic Debit Authorization

#179.95

I (we) hereby authorize Vacation Travel Club, hereinafter called VTC, to initiate a debit in the amount of \$179.95 equal to the Member Annual Dues amount plus shipping and handling charges to send the new books and materials annually. I understand, per paragraph #6 on the Understanding and Acknowledgment Form, that the Membership Dues may be increased only to the extent of any increase in the cost of living index, determined by the U. S. Department of Labor.

Please check the appropriate account below to pay my Annual Dues.

☒ Credit Card☐ Savings Account☒ Checking Account

Exp. Date 01/08

Credit Card Number

Name of Card Holder

IVAN L. MILLER

Issuing Bank

CHASE

Your Bank Name:

Branch: City:

State: Zip:

Bank Routing Number:

Bank Account Number:

PLEASE ATTACH A VOIDED CHECK FOR CHECKING
OR A DEPOSIT SLIP FOR A SAVINGS ACCOUNT

I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S. law. This authorization is to remain in full force and effect until VTC has received a written notice 14 days prior to the Annual Dues date. Termination will be in a manner as to afford VTC and DEPOSITORY a reasonable opportunity to act on it. Your debit start date will be on the 1st of the month, one year after the joining date. Member(s) joining after the 15th, their start date will be the 1st of the following month.

NOTE: ALL DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION. A 30-DAY WRITTEN NOTIFICATION WILL BE GIVEN FOR ANY INCREASE IN THE ANNUAL DUES AMOUNT.

Travel Club Member Signature

Co-Applicant Travel Club Member

To activate your Permanent Membership Card, this application MUST be completed and returned to:

Vacation Travel Club, 2635 N. 1st St., Benton Harbor, MI 49802

269-849-2301 • 800-574-5747 • Hours: 9:00 AM - 5:00 PM • Fax: 269-849-2302

Blumberg No. 813

STATE'S
EXHIBIT

B

**ALTERNATIVE TRAVEL
DOCUMENT WORKSHEET**DATE: 1-28-06MEMBERSHIP #: 010608MEMBER NAME: IVAN L. MILLERMEMBER NAME: THERESA A. MILLER

STREET ADDRESS: _____

CITY: _____

STATE: IN

ZIP: _____

HOME PHONE: _____

CELLPHONE() _____

TYPE OF MEMBERSHIP: Gold#CONDO WEEKS: 1#HOT WEEKS: 4PURCHASE PRICE: \$ 1995⁰⁰PROCESSING FEE: \$ 324⁰⁰1ST YEARS DUES: \$ 199⁰⁰TOTAL PURCHASE PRICE: \$ 2518⁰⁰

TOTAL AMOUNT RECEIVED TODAY: _____

PAYMENT: _____

CASH _____

CHECK _____

M/C _____

VISA ☒PRIVILEGES AND OR COMMENTS: unlimited familymembership - includes all family - kids - (man/dad),brothers/sisters - covering. Adult singles - covered -@ no extra charge *MEMBER SIGNATURE: Ivan L. MillerMEMBER SIGNATURE: Theresa A. MillerTRAVEL CONSULTANT: Tom BurtSALES MANAGER: [Signature]